



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/20/0633

Re: Property at 13 Herriot Street, Coatbridge, ML5 2EY (“the Property”)

Parties:

Mrs Susan Man, 60 Cherryside Drive, Bargeddie, Baillieston, Glasgow, G69 7TD (“the Applicant”)

Mr Alexander Woodside, Mrs Janice Woodside, Unknown, Unknown (“the Respondent”)

Tribunal Members:

Jan Todd (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment of the sum of £1,425 is granted

- Background

This was the first case management discussion (CMD) in respect of an application by the Applicant dated 24th February 2020 for an order for payment of arrears of rent arising from an alleged breach of contract against the Respondents who were the Tenants in a Tenancy of the Property from the Applicant.

The following documents were lodged with the application:-

1. A copy of the Tenancy Agreement dated 23rd September 2019 between the Applicant as Landlord and the Respondents as Tenants.
2. Statement of rent arrears showing a sum outstanding as at 23rd January 2020 of £1425.
3. The Application was accepted acceptance by a legal member of the Tribunal dated 10th March 2020.
4. Due to the Covid 19 pandemic the case management discussion (CMD) was originally scheduled for 30th July 2020 however it did not proceed as service of the papers on the Respondent could not be achieved due to Sheriff Officers advising a new tenant was now in the Property. The Applicants applied for service by advertisement and this was accepted by the Tribunal and Service of the Papers has competently been made on the Respondent by advertisement on the Tribunal's website as certified by the Certificate of Service by Advertisement dated 3rd September. A further CMD was scheduled and proceeded today by way of teleconference due to the requirement at the current time for social distancing.

- **The Case Management Discussion**

5. The CMD took place by teleconferencing and the Legal Member waited until 10.10 to see if the Respondent was going to join the call. The Respondent did not join and was not represented at the CMD.
6. The Applicant did not attend in person but was represented by her letting agent Mr Paul Clark of Aquila Management Services Ltd.
7. Mr Clark advised that since the lodging of this application some payment of rent was received in the form of payment from Universal Credit. He also advised that he became aware the tenants may have left the Property around the 23rd May 2020 following information from neighbours to that effect. He posted a letter to the tenants to confirm this and on his return to visit the Property on 4th June 2020 met Mr Woodside one of the tenants and Respondents who was removing the last of his belongings
8. As a result Mr Clark advised that he has today withdrawn the conjoined application for eviction which the Applicant had lodged along with this civil application but confirmed he was still seeking an order for the rent arrears
9. Mr Clark then advised that although further payment towards the rent had been made by Universal Credit and the deposit of £525 had been successfully claimed back by the Applicant for rent arrears the balance still outstanding was slightly more than the sum originally claimed in the application namely £1,494.63.
10. The legal member asked whether there was an up-to-date rent statement that could be provided today to the Tribunal to show the sums due and sums paid and the balance outstanding as at 4th June and Mr Clark advised he could e-mail one to the Tribunal. The Tribunal then adjourned for 15 minutes to allow this to be done and the new rent statement was lodged.
11. Mr Clark confirmed he was only seeking the sum originally claimed in the Application and intimated to the Respondent namely £1425.

Findings in Fact

1. The parties entered into a lease of the Property which commenced on 23rd September.
2. The Rent due in terms of the lease is £525 per calendar month payable in advance
3. The tenant left the Property on 4th June 2020 without giving the 28 day's notice required in terms of the Tenancy.
4. The rent outstanding at the date of the application was £1,425 and at today's date is £1,494.63
5. Since 23rd January 2020 to 23rd May 2020 there have been 4 further payments of rent due amounting to £2100 and there has been a payment via universal credit of ££1505.37 leaving a sum due of £2019.63.
6. The Deposit of £525 has been reclaimed by the Applicants from the Tenancy Deposit Company and applied to the rent arrears reducing the sum due to £1,494.63.

• Reasons for Decision

7. The parties have entered into a lease where the Respondent has leased the property from the Applicant and has agreed to pay £525 per month in advance in rent.
8. The Respondent has failed to pay the full rent due and in particular did not pay anything towards the rental sums in November and December 2019 and paid less than the full rent due from January 2020 to May 2020.
9. The Applicant has charged a month's rent from 23rd May as although the Respondent has left the Property on 4th June they did not give 28 days' notice as required in terms of clause 24 of the Lease.
10. The Tribunal accepts the written evidence and verbal statements made by the Applicant's agent, who the Tribunal found clear and credible in his evidence that the rent outstanding and due by the Respondent amounts to £1,494.63 after the deposit has been deducted. This is less than the sum that is being claimed and that has been intimated on the Respondent. In the absence of any response from the Respondent the Tribunal finds it fair and appropriate to make an order for payment for sum claimed of £1,425 as the Tribunal accepts that the rent arrears amount to slightly more than that claimed namely £1,494.63.
11. There being no application for time to pay the Tribunal makes an order for payment of the sum claimed.

• Decision

- An order for payment of the sum of £1,425 is granted

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

Legal Member/Chair: Jan Todd

Date 3rd September 2020